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 IZOLATION, INC.

**UNITED STATES DISTRICT COURT
 FOR THE CENTRAL DISTRICT OF CALIFORNIA
 SOUTHERN DIVISION**

INNERLITE, INC. dba ISOLITE
 SYSTEMS, a California corporation,

Plaintiff,

v.

IZOLATION, INC., a California
 corporation.

Defendant.

Case No: SACV-13-01429 DOC
 (RNBx)

**~~[PROPOSED]~~ STIPULATED
 PROTECTIVE ORDER**

To expedite the flow of discovery materials, to facilitate the prompt resolution of disputes over confidentiality of discovery materials, to adequately protect information the parties are entitled to keep confidential, to ensure that only materials the parties are entitled to keep confidential are subject to such treatment, and to ensure that the parties are permitted reasonably necessary uses of such materials in preparation for and in the conduct of trial, pursuant to Fed. R. Civ. P. 26(c), the

1 parties hereby stipulate to and petition the Court to enter the following Stipulated
 2 Protective Order:

3 **1. PURPOSES AND LIMITATIONS**

4 Disclosure and discovery activity in this action are likely to involve
 5 production of confidential, proprietary, or private information for which special
 6 protection from public disclosure and from use for any purpose other than
 7 prosecuting this litigation may be warranted. Accordingly, the parties hereby
 8 stipulate to and petition the court to enter the following Stipulated Protective Order.
 9 The parties acknowledge that this Order does not confer blanket protections on all
 10 disclosures or responses to discovery and that the protection it affords from public
 11 disclosure and use extends only to the limited information or items that are entitled
 12 to confidential treatment under the applicable legal principles. The parties further
 13 acknowledge, as set forth below, that this Stipulated Protective Order does not entitle
 14 them to file confidential information under seal. Local Rule 79-5 sets forth the
 15 procedures that must be followed and the standards that will be applied when a party
 16 seeks permission from the court to file material under seal.

17 **2. DEFINITIONS**

18 **2.1 Challenging Party:** a Party or Non-Party that challenges the designation
 19 of information or items under this Order.

20 **2.2 "CONFIDENTIAL" Information or Items:** information (regardless of
 21 how it is generated, stored or maintained) or tangible things that qualify for
 22 protection under Federal Rule of Civil Procedure 26(c).

23 **2.3 Counsel (without qualifier):** Outside Counsel of Record (as well as their
 24 support staff).

25 **2.4 Designating Party:** a Party or Non-Party that designates information or
 26 items that it produces in disclosures or in responses to discovery as

27 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES
 28

1 ONLY”.

2 **2.5 Disclosure or Discovery Material:** all items or information, regardless of
3 the medium or manner in which it is generated, stored, or maintained (including,
4 among other things, testimony, transcripts, and tangible things), that are produced or
5 generated in disclosures or responses to discovery in this matter.

6 **2.6 Expert:** a person with specialized knowledge or experience in a matter
7 pertinent to the litigation who (1) has been retained by a Party or its counsel to serve
8 as an expert witness or as a consultant in this action, (2) is not a past or current
9 employee of a Party or of a Party’s competitor, and (3) at the time of retention, is not
10 anticipated to become an employee of a Party or of a Party’s competitor.

11 **2.7 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”**
12 **Information or Items:** extremely sensitive “Confidential Information or Items,”
13 disclosure of which to another Party or Non-Party would create a substantial risk of
14 serious harm that could not be avoided by less restrictive means.

15 **2.8 House Counsel:** attorneys who are employees of a party to this action.
16 House Counsel does not include Outside Counsel of Record or any other outside
17 counsel.

18 **2.9 Non-Party:** any natural person, partnership, corporation, association, or
19 other legal entity not named as a Party to this action.

20 **2.10 Outside Counsel of Record:** attorneys who are not employees of a party
21 to this action but are retained to represent or advise a party to this action and have
22 appeared in this action on behalf of that party or are affiliated with a law firm which
23 has appeared on behalf of that party.

24 **2.11 Party:** any party to this action, including all of its officers, directors,
25 employees, consultants, retained experts, and Outside Counsel of Record (and their
26 support staffs).

27 **2.12 Producing Party:** a Party or Non-Party that produces Disclosure or
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1 Discovery Material in this action.

2 **2.13 Professional Vendors:** persons or entities that provide litigation support
3 services (e.g., photocopying, videotaping, translating, preparing exhibits or
4 demonstrations, and organizing, storing, or retrieving data in any form or medium)
5 and their employees and subcontractors.

6 **2.14 Protected Material:** any Disclosure or Discovery Material that is
7 designated as “CONFIDENTIAL,” or as “HIGHLY CONFIDENTIAL –
8 ATTORNEYS’ EYES ONLY.”

9 **2.15 Receiving Party:** a Party that receives Disclosure or Discovery Material
10 from a Producing Party.

11 **3. SCOPE**

12 The protections conferred by this Stipulation and Order cover not only
13 Protected Material (as defined above), but also (1) any information copied or
14 extracted from Protected Material; (2) all copies, excerpts, summaries, or
15 compilations of Protected Material; and (3) any deposition testimony, testimony via
16 declarations or affidavits, conversations, or presentations by Parties or their Counsel
17 that might reveal Protected Material.

18 However, the protections conferred by this Stipulation and Order do not cover
19 the following information: (a) any information that is in the public domain at the
20 time of disclosure to a Receiving Party or becomes part of the public domain after its
21 disclosure to a Receiving Party as a result of publication not involving a violation of
22 this Order, including becoming part of the public record through trial or otherwise;
23 and (b) any information known to the Receiving Party prior to the disclosure or
24 obtained by the Receiving Party after the disclosure from a source who obtained the
25 information lawfully and under no obligation of confidentiality to the Designating
26 Party.

27 Moreover, the protections conferred by this Stipulation and Order do not apply
28

1 to evidence presented at any court hearings or proceedings. Any use of Protected
2 Material at court hearings, proceedings or trial shall be governed by a separate
3 agreement or order subject to approval by the judicial officer conducting such
4 proceedings at the time.

5 **4. DURATION**

6 Even after final disposition of this litigation, the confidentiality obligations
7 imposed by this Order shall remain in effect until a Designating Party agrees
8 otherwise in writing or a court order otherwise directs. Final disposition shall be
9 deemed to be the later of (1) dismissal of all claims and defenses in this action, with
10 or without prejudice; and (2) final judgment herein after the completion and
11 exhaustion of all appeals, rehearings, remands, trials, or reviews of this action,
12 including the time limits for filing any motions or applications for extension of time
13 pursuant to applicable law.

14 **5. DESIGNATING PROTECTED MATERIAL**

15 **5.1 Manner and Timing of Designations.** Except as otherwise provided in
16 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise
17 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
18 under this Order must be clearly so designated before the material is disclosed or
19 produced. Designation in conformity with this Order requires:

20 (a) for information in documentary form (e.g., paper or electronic
21 images of documents, but excluding transcripts of depositions or other pretrial or
22 trial proceedings), that the Producing Party affix the legend “CONFIDENTIAL” or
23 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” to each page that
24 contains protected material.

25 A Party or Non-Party that makes original documents or materials available for
26 inspection need not designate them for protection until after the inspecting Party has
27 indicated which material it would like copied and produced. During the inspection
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1 and before the designation, all of the material made available for inspection shall be
2 deemed “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” After the
3 inspecting Party has identified the documents it wants copied and produced, the
4 Producing Party must determine which documents, or portions thereof, qualify for
5 protection under this Order. Then, before producing the specified documents, the
6 Producing Party must affix the appropriate legend (“CONFIDENTIAL” or
7 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”) to each page that
8 contains Protected Material.

9 (b) for testimony given in deposition, that the Designating Party
10 identifies on the record, before the close of the deposition, as being protected
11 testimony and specifies the level of protection being asserted. When it is impractical
12 to identify separately each portion of deposition testimony that is entitled to
13 protection and it appears that substantial portions of the deposition testimony may
14 qualify for protection, the Designating Party may invoke on the record (before the
15 deposition is concluded) a right to have up to 21 days to identify the specific portions
16 of the deposition testimony after the deposition transcript is received as to which
17 protection is sought and to specify the level of protection being asserted. Only those
18 portions of the deposition testimony that are appropriately designated for protection
19 within the 21 days shall be covered by the provisions of this Stipulated Protective
20 Order. Alternatively, a Designating Party may specify, at the deposition or up to 21
21 days after the transcript is received if that period is properly invoked, that the entire
22 deposition transcript shall be treated as “CONFIDENTIAL” or “HIGHLY
23 CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” The use of a document as an
24 exhibit at a deposition shall not in any way affect its designation as
25 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
26 ONLY.”

27 Deposition transcripts containing Protected Material shall have an obvious
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1 legend on the title page that the deposition transcript contains Protected Material, and
 2 the title page shall be followed by a list of all pages (including line numbers as
 3 appropriate) that have been designated as Protected Material and the level of
 4 protection being asserted by the Designating Party. The Designating Party shall
 5 inform the court reporter of these requirements. Any deposition transcript that is
 6 prepared before the expiration of a 21-day period for designation shall be treated
 7 during that period as if it had been designated “HIGHLY CONFIDENTIAL –
 8 ATTORNEYS’ EYES ONLY” in its entirety unless otherwise agreed. After the
 9 expiration of that period, the deposition transcript shall be treated only as actually
 10 designated. The provisions of this section apply only to deposition testimony.

11 (c) for any item produced in some form other than documentary, that
 12 the Producing Party to the extent practicable affix in a prominent place on the
 13 exterior of the item and/or media, container or containers in which the item is stored
 14 the legend “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’
 15 EYES ONLY”. If any such item is recorded (e.g. photographed), sampled or
 16 duplicated by the Receiving Party, the Receiving Party must immediately mark each
 17 recording, sample, duplicate, media and/or container storing such recording, sample,
 18 or duplicate with the confidentiality designation.

19 **5.2 Inadvertent Failures to Designate.** If timely corrected, an inadvertent
 20 failure to designate qualified information or items does not, standing alone, waive
 21 the Designating Party’s right to secure protection under this Order for such material.
 22 Upon timely correction of a designation, the Receiving Party must make reasonable
 23 efforts to assure that the material is treated in accordance with the provisions of this
 24 Order.

25 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

26 Any Party or Non-Party may challenge a designation of confidentiality at any
 27 time. Unless a prompt challenge to a Designating Party’s confidentiality designation
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1 is necessary to avoid foreseeable, substantial unfairness, unnecessary economic
 2 burdens, or a significant disruption or delay of the litigation, a Party does not waive
 3 its right to challenge a confidentiality designation by electing not to mount a
 4 challenge promptly after the original designation is disclosed. Counsel for a Party
 5 may challenge such designation in accordance with the procedures set forth in Rule
 6 37 of the Federal Rules of Civil Procedure and Local Rules 37-1 and 37-2, including
 7 the Joint Stipulation provision. The burden of persuasion in any such challenge
 8 shall at all times be on the Designating Party. Until the Court rules on the
 9 challenge, all parties shall continue to afford the Protected Material that is the
 10 subject of the challenge the level of protection designated by the Designating Party.

11 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

12 **7.1 Basic Principles.** A Receiving Party may use Protected Material that is
 13 disclosed or produced by another Party or by a Non-Party in connection with this
 14 case only for prosecuting, defending, or attempting to settle this litigation. Such
 15 Protected Material may be disclosed only to the categories of persons and under the
 16 conditions described in this Order. When the litigation has been terminated, a
 17 Receiving Party must comply with the provisions of section 13 below (FINAL
 18 DISPOSITION).

19 Protected Material must be stored and maintained by a Receiving Party at a
 20 location and in a secure manner that ensures that access is limited to the persons
 21 authorized under this Order.

22 **7.2 Disclosure of “CONFIDENTIAL” Information or Items.** Unless
 23 otherwise ordered by the court or permitted in writing by the Designating Party, a
 24 Receiving Party may disclose any information or item designated
 25 “CONFIDENTIAL” only to:

26 (a) the Receiving Party’s Outside Counsel of Record in this action, as
 27 well as employees of said Outside Counsel of Record to whom it is reasonably
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1 necessary to disclose the information for this litigation and who have signed the
 2 “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit
 3 A;

4 (b) the officers, directors, and employees (including House Counsel)
 5 of the Receiving Party to whom disclosure is reasonably necessary for this litigation
 6 and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit
 7 A);

8 (c) Experts (as defined in this Order) of the Receiving Party to whom
 9 disclosure is reasonably necessary for this litigation and who have signed the
 10 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

11 (d) the court and its personnel;

12 (e) court reporters and their staff, professional jury or trial
 13 consultants, and Professional Vendors to whom disclosure is reasonably necessary
 14 for this litigation and who have signed the “Acknowledgment and Agreement to Be
 15 Bound” (Exhibit A);

16 (f) during their depositions, witnesses in the action to whom
 17 disclosure is reasonably necessary and who have signed the “Acknowledgment and
 18 Agreement to Be Bound” (Exhibit A), unless otherwise agreed by the Designating
 19 Party or ordered by the court. Pages of transcribed deposition testimony or exhibits
 20 to depositions that reveal Protected Material must be separately bound by the court
 21 reporter and may not be disclosed to anyone except as permitted under this
 22 Stipulated Protective Order.

23 (g) the author or recipient of a document containing the information
 24 or a custodian or other person who otherwise possessed or knew the information.

25 **7.3 Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES**
 26 **ONLY Information or Items.** Unless otherwise ordered by the court or permitted in
 27 writing by the Designating Party, a Receiving Party may disclose any information or
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1 item designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” only
2 to:

3 (a) the Receiving Party’s Outside Counsel of Record in this action, as
4 well as employees of said Outside Counsel of Record to whom it is reasonably
5 necessary to disclose the information for this litigation and who have signed the
6 “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit
7 A;

8 (b) Experts of the Receiving Party (1) to whom disclosure is
9 reasonably necessary for this litigation, (2) who have signed the “Acknowledgment
10 and Agreement to Be Bound” (Exhibit A), and (3) as to whom the procedures set
11 forth in paragraph 7.4 below have been followed;

12 (c) the court and its personnel;

13 (d) court reporters and their staff, professional jury or trial
14 consultants, and Professional Vendors to whom disclosure is reasonably necessary
15 for this litigation and who have signed the “Acknowledgment and Agreement to Be
16 Bound” (Exhibit A); and

17 (e) the author or recipient of a document containing the information
18 or a custodian or other person who otherwise possessed or knew the information.

19 **7.4 Procedures for Approving or Objecting to Disclosure of “HIGHLY**
20 **CONFIDENTIAL – ATTORNEYS’ EYES ONLY” Information or Items to**
21 **Experts.**

22 (a) Unless otherwise ordered by the Court or agreed to in writing by
23 the Designating Party, a Party that seeks to disclose to an Expert (as defined in this
24 Order) any information or item that has been designated “HIGHLY
25 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” pursuant to paragraph 7.3(b)
26 first must make a written request to the Designating Party that (1) identifies the
27 general categories of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”
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1 information that the Receiving Party seeks permission to disclose to the Expert, (2)
 2 sets forth the full name of the Expert and the city and state of his or her primary
 3 residence, (3) attaches a copy of the Expert's current resume, (4) identifies the
 4 Expert's current employer(s) , (5) identifies each person or entity from whom the
 5 Expert has received compensation or funding for work in his or her areas of expertise
 6 or to whom the expert has provided professional services, including in connection
 7 with a litigation, at any time during the preceding five years, and (6) identifies (by
 8 name and number of the case, filing date, and location of court) any litigation with
 9 which the Expert has offered expert testimony, including through a declaration,
 10 report, or testimony at a deposition or trial, during the preceding five years.

11 (b) A Party that makes a request and provides the information
 12 specified in the preceding respective paragraphs may disclose the subject Protected
 13 Material to the identified Expert unless, within 14 days of delivering the request, the
 14 Party receives a written objection from the Designating Party. Any such objection
 15 must set forth in detail the grounds upon which it is based.

16 (c) A Party that receives a timely written objection must meet and
 17 confer with the Designating Party to try to resolve the matter by agreement within
 18 seven (7) days of the written objection. If no agreement is reached, the Party seeking
 19 to make the disclosure to the Expert may file a motion which shall comply with
 20 Local Rules 37-1 and 37-2, including the Joint Stipulation Provision (and in
 21 compliance with Local Rule 79-5, if applicable) seeking permission from the Court
 22 to make the disclosure. In any such proceeding, the Party opposing disclosure to the
 23 Expert shall bear the burden of proving that the risk of harm that the disclosure
 24 would entail (under the safeguards proposed) outweighs the Receiving Party's need
 25 to disclose the Protected Material to its Expert.

26 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED**
 27 **PRODUCED IN OTHER LITIGATION**

28 If a Party is served with a subpoena or a court order issued in other litigation

that compels disclosure of any information or items designated in this action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” that Party must:

(a) promptly notify in writing the Designating Party. Such notification shall include a copy of the subpoena or court order;

(b) promptly notify in writing the party who caused the subpoena or order to issue in the other litigation that some or all of the material covered by the subpoena or order is subject to this Protective Order. Such notification shall include a copy of this Stipulated Protective Order; and

(c) cooperate with respect to all reasonable procedures sought to be pursued by the Designating Party whose Protected Material may be affected.¹

The Designating Party shall bear the burden and expense of seeking protection in that court of its confidential material – and nothing in these provisions should be construed as authorizing or encouraging a Receiving Party in this action to disobey a lawful subpoena issued in another action.

9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN THIS LITIGATION

(a) This Order shall be served along with any subpoena or discovery request made to a Non-Party in this action. The terms of this Order are applicable to information produced by a Non-Party in this action and designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”. Such information produced by Non-Parties in connection with this litigation is protected by the remedies and relief provided by this Order. Nothing in these provisions should be construed as prohibiting a Non-Party from seeking additional protections.

¹ The purpose of imposing these duties is to alert the interested parties to the existence of this Protective Order and to afford the Designating Party in this case an opportunity to try to protect its confidentiality interests in the court from which the subpoena or order issued.

(b) In the event that a Party is required, by a valid discovery request, to produce a Non-Party's confidential information in its possession, and the Party is subject to an agreement with the Non-Party not to produce the Non-Party's confidential information, then the Party shall:

1. promptly notify in writing the Requesting Party and the Non-Party that some or all of the information requested is subject to a confidentiality agreement with a Non-Party;

2. promptly provide the Non-Party with a copy of the Stipulated Protective Order in this litigation, the relevant discovery request(s), and a reasonably specific description of the information requested; and

3. make the information requested available for inspection by the Non-Party.

(c) If the Non-Party fails to object or seek a protective order from this court within 14 days of receiving the notice and accompanying information, the Receiving Party may produce the Non-Party's confidential information responsive to the discovery request. If the Non-Party timely seeks a protective order, the Receiving Party shall not produce any information in its possession or control that is subject to the confidentiality agreement with the Non-Party before a determination by the court.² Absent a court order to the contrary, the Non-Party shall bear the burden and expense of seeking protection in this court of its Protected Material. Nothing in this Order should be construed to excuse any party from obeying a lawfully issued subpoena or process.

10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this

² The purpose of this provision is to alert the interested parties to the existence of confidentiality rights of a Non-Party and to afford the Non-Party an opportunity to protect its confidentiality interests in this court.

1 Stipulated Protective Order, the Receiving Party must immediately (a) notify in
 2 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts
 3 to retrieve all unauthorized copies of the Protected Material, (c) inform the person or
 4 persons to whom unauthorized disclosures were made of all the terms of this Order,
 5 and (d) request such person or persons to execute the “Acknowledgment and
 6 Agreement to Be Bound” that is attached hereto as Exhibit A.

7 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**
 8 **PROTECTED MATERIAL**

9 When a Producing Party gives notice to Receiving Parties that certain
 10 inadvertently produced material is subject to a claim of privilege or other protection,
 11 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil
 12 Procedure 26(b)(5)(B), except that the parties stipulate and agree that the recipient
 13 of an inadvertent production may not “sequester” or in any way use the document(s)
 14 pending resolution of a challenge to the claim of privilege or other protection to the
 15 extent it would be otherwise allowed by Federal Rule of Civil Procedure 26(b)(5)(B)
 16 as amended in 2006. Subject to, and without in any way prejudicing, a Receiving
 17 Party's right to bring a challenge in court to any claim of privilege or other
 18 protection, the parties also stipulate and agree to a restriction against a Receiving
 19 Party “presenting” the produced document(s) to the court as part of a challenge to
 20 claim of privilege or other protection. Accordingly, the parties stipulate and agree
 21 that if information is produced in discovery that is subject to a claim of privilege or
 22 other protection, the party making the claim may notify any party that received the
 23 information of the claim and the basis for it. After being notified, a party must
 24 promptly return or destroy the specified information and any copies it has and may
 25 not sequester, use or disclose the produced information until the claim is resolved.
 26 This includes a restriction against a Receiving Party presenting the produced
 27 information to the Court for determination of the claim. Any Producing Party who
 28 gives notice that produced information is subject to a claim of privilege or other

1 protection shall maintain and preserve any such produced information such that in
2 any challenge brought against such claim of privilege or other protection the
3 produced information may be made available to the Court, in camera, if necessary
4 for resolution by the Court of the challenge to the claim. This provision is not
5 intended to modify whatever procedure may be established in an e-discovery order
6 that provides for production without prior privilege review. Pursuant to Federal Rule
7 of Evidence 502(d) and (e), insofar as the parties reach an agreement on the effect of
8 disclosure of a communication or information covered by the attorney-client
9 privilege or work product protection, the parties may incorporate their agreement in
10 the stipulated protective order submitted to the court. However, no modification of
11 the protective order will have the force or effect of a court order unless the Court
12 approves such modification.

13 **12. MISCELLANEOUS**

14 **12.1 Right to Further Relief.** Nothing in this Order abridges the right of any
15 person to seek its modification by the court in the future.

16 **12.2 Right to Assert Other Objections.** By stipulating to the entry of this
17 Protective Order no Party waives any right it otherwise would have to object to
18 disclosing or producing any information or item on any ground not addressed in this
19 Stipulated Protective Order. Similarly, no Party waives any right to object on any
20 ground to use in evidence of any of the material covered by this Protective Order.

21 **12.3 Filing Protected Material.** In accordance with Local Rule 79-5.1, if
22 any papers to be filed with the Court contain information and/or documents that have
23 been designated as “Confidential” or “Highly Confidential – Attorneys’ Eyes Only,”
24 the proposed filing shall be accompanied by an application to file the papers or the
25 portion thereof containing the designated information or documents (if such portion
26 is segregable) under seal; and the application shall be directed to the judge to whom
27 the papers are directed. For motions, the parties shall publicly file a redacted version
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1 of the motion and supporting papers.

2 **13. FINAL DISPOSITION**

3 Within 60 days after the final disposition of this action, as defined in
4 paragraph 4, each Receiving Party must return all Protected Material to the
5 Producing Party or destroy such material. As used in this subdivision, “all Protected
6 Material” includes all copies, abstracts, compilations, summaries, and any other
7 format reproducing or capturing any of the Protected Material. Whether the
8 Protected Material is returned or destroyed, the Receiving Party must submit a
9 written certification to the Producing Party (and, if not the same person or entity, to
10 the Designating Party) by the 60-day deadline that (1) identifies (by category, where
11 appropriate) all the Protected Material that was returned or destroyed and (2) affirms
12 that the Receiving Party has not retained any copies, abstracts, compilations,
13 summaries or any other format reproducing or capturing any of the Protected
14 Material. Notwithstanding this provision, Counsel are entitled to retain an archival
15 copy of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal
16 memoranda, correspondence, deposition and trial exhibits, expert reports, attorney
17 work product, and consultant and expert work product, even if such materials contain
18 Protected Material.

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Any such archival copies that contain or constitute Protected Material remain subject to this Protective Order as set forth in Section 4 (DURATION).

IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

DATED: February 13, 2014

By: /s/ David M. Kleiman

David M. Kleiman, Esq.
davidkleiman@lapatents.com
Attorneys for Defendant
IZOLATION, INC.

DATED: February 13, 2014

By: /s/ Paul E. Burns

Paul E. Burns, Esq.
Paul.burns@procopio.com
Attorneys for Plaintiff INNERLITE,
INC. dba ISOLITE SYSTEMS a
California Corporation

IT IS SO ORDERED.

DATED: February 18, 2014


Hon. Robert N. Block,
United States Magistrate Judge

SIGNATURE ATTESTATION

Pursuant to L.R. 5-4.3.4(a)(2)(i), I hereby attest that all other signatories listed, and on whose behalf the filing is submitted, concur in the filing's content and have authorized the filing.

/s/ Paul E. Burns

EXHIBIT A**ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

I, _____ [print or type full name], of
 _____ [print or type full address], declare under penalty of perjury
 that I have read in its entirety and understand the Stipulated Protective Order that
 was issued by the United States District Court for the Central District of California
 on [date] in the case of *Innerlite, Inc. dba Isolite Systems v. Izolation, Inc.*, Case No:
SACV-13-01429 DOC (RNBx). I agree to comply with and to be bound by all the
 terms of this Stipulated Protective Order and I understand and acknowledge that
 failure to so comply could expose me to sanctions and punishment in the nature of
 contempt. I solemnly promise that I will not disclose in any manner any information
 or item that is subject to this Stipulated Protective Order to any person or entity
 except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court
 for the Central District of California for the purpose of enforcing the terms of this
 Stipulated Protective Order, even if such enforcement proceedings occur after
 termination of this action.

I hereby appoint _____ [print or type full name] of
 _____ [print or type full address and
 telephone number] as my California agent for service of process in connection with
 this action or any proceedings related to enforcement of this Stipulated Protective
 Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

[printed name]

Signature: _____ [signature]